

REIMBURSING AGENCY: Department of Finance and Administration

Business Unit: 341

APPROPRIATION RECIPIENT:

Gadsden Independent School District

<u>APPROPRIATION NUMBER:</u>	<u>APPROPRIATION AMOUNT:</u>	<u>REVERSION DATE:</u>
23-H2516-21	\$ 600,000.00	June 30, 2027

APPROPRIATION LANGUAGE

Six Hundred Thousand Dollars and Zero Cents (\$600,000.00) to plan, design, construct, renovate, furnish, and equip public school kitchen infrastructure improvements to support meal quality improvements statewide.

PROJECT TYPE

Kitchen infrastructure and equipment

APPROPRIATION REIMBURSEMENT

The appropriation funds will be disbursed through a reimbursement process. The Appropriation Recipient will submit to the Reimbursing Agency the Exhibit A: Request for Payment form along with supporting document(s) that evidence the expenses to be reimbursed. The Reimbursing Agency will review these documents to ensure all expenses to be reimbursed reflect the intent and purpose of the appropriation language. All expenditures for which the Appropriation Recipient requests reimbursement must occur prior to the reversion date. The latest date the Appropriation Recipient may submit a Request for Payment is on July 16th, 2027. With the submission of the final Exhibit A: Request for Payment, the Appropriation Recipient must include a completed Exhibit B: Final Report form in order to receive the final reimbursement.

APPROPRIATION NOTICE OF OBLIGATION

Upon the effective date of this agreement, for permissible projects within the appropriation language, the Appropriation Recipient shall only be reimbursed monies for which the Department has issued and the Appropriation Recipient has received a Notice of Department's Obligation to Reimburse²¹ (hereinafter referred to as "Notice of Obligation"). This agreement and the disbursement of any and all amounts of the above referenced Appropriation Amount are expressly conditioned upon the following:

1. Irrespective of any Notice of Obligation, the Appropriation Recipient's expenditures shall be made on or before the Reversion Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Appropriation Recipient and/or the services have been rendered for the Appropriation Recipient); and
2. The total amount received by the Appropriation Recipient shall not exceed the lesser of: (a) the Appropriation Amount or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Reimbursing Agency has received and accepted the Appropriation Recipient's Third-Party Obligation(s); and
3. The Appropriation Recipient's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

²¹ "Reimburse" as used throughout this Agreement includes Department payments to the Appropriation Recipient for invoices received, but not yet paid, by the Appropriation Recipient from a third-party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Appropriation Recipient.

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4. The Appropriation Recipient shall submit to the Reimbursing Agency one copy of all Third-Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party; and
5. Appropriation Recipient acknowledges and agrees that if it chooses to enter into a Third-Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
6. The Reimbursing Agency may, in its sole and absolute discretion, issue to Appropriation Recipient a Notice of Obligation for the amount of that Third Party Obligation that only obligates the Reimbursing Agency to reimburse Appropriation Recipient's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit C.
7. The date the Reimbursing Agency signs the Notice of Obligation is the date that the Notice of Obligation is effective. After that date, the Appropriation Recipient is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third-Party Obligation and request the Third-Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Appropriation Recipient.

CERTIFICATION

I hereby certify that **Gadsden Independent School District**

1. Will only use the appropriation funds to carry out and/or perform activities described in appropriation language.
2. Will comply with State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the project.
3. Ensures that the appropriation funds only benefit entities in accordance with applicable law, including, but not limited to Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
4. Will follow the procedure described in "Appropriation Reimbursement" for reimbursement of appropriated funds.

Appropriation Recipient Representative

Date

Appropriation Recipient CFO

Date

APPROVAL

In accordance with the authority conferred on the Department of Finance & Administration by the statute appropriating these funds, I hereby approve this certification for appropriation number 23-H2516-21 in the amount of \$600,000.00.

DocuSigned by:

Wesley Billingsley
Director, Local Government Division

Date

2/14/2024